MEMORANDUM

Agenda Item No. 8(I)(1)

TO:	Honorable Chairman Jean Monestime and Members, Board of County Commissioners	**DATE:**	May 5, 2015
FROM:	R. A. Cuevas, Jr. County Attorney	**SUBJECT:**	Resolution ratifying execution by County Mayor of Memorandum of Understanding between the Broward Sheriff's Office and Miami-Dade County, through the Miami-Dade Police Department, relating to Broward Sheriff's Office Workers' Compensation Fraud Task Force; and authorizing the County Mayor to exercise the termination and renewal provisions contained therein

The accompanying resolution was prepared by the Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

Memorandum

MIAMI-DADE COUNTY

DATE: May 5, 2015

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

FROM: Carlos A. Gimenez
Mayor

SUBJECT: Resolution Ratifying Execution by County Mayor or County Mayor's Designee of Memorandum of Understanding Between the Broward Sheriff's Office and Miami-Dade County for the Workers' Compensation Fraud Task Force

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Recommendation
It is recommended that the Board of County Commissioners (Board) ratify execution by the County Mayor or County Mayor's designee of the Memorandum of Understanding between the Broward Sheriff's Office (BSO) and Miami-Dade County, through the Miami-Dade Police Department (MDPD), for the Workers' Compensation Fraud Task Force. The agreement is effective for a period of five (5) years from the date of the execution of the final signatory and includes three (3) five (5) year options to extend the term.

Scope
This Memorandum of Understanding will provide coordinated investigative resources to combat and reduce workers' compensation fraud regionally, and specifically in Miami-Dade County, by working jointly with BSO.

Fiscal Impact/Funding Source
There is no fiscal impact to the County. Authorized overtime costs will be reimbursed by the Workers' Compensation Fraud Task Force.

Track Record/Monitor
Ariel Artime, Major of the MDPD Economic Crimes Bureau, will track and monitor this Agreement.

Delegation of Authority
Upon approval by the Board, the County Mayor or County Mayor's designee is authorized to exercise the termination and renewal provisions contained in the agreement, including the right to withdraw at any time by providing 30-days written notice.

Background
In the conduct of day-to-day operations, MDPD works together with BSO to combat a variety of crimes in the South Florida community. This particular agreement provides a mechanism to formalize the investigative relationship between BSO and MDPD to coordinate investigative efforts to combat workers' compensation fraud. Workers' compensation fraud threatens citizens' health, safety, and welfare, and also has a significant economic impact on Miami-Dade County. In recent years, the South Florida community has experienced an increase in this kind of crime. As a result, BSO, in partnership with MDPD, has organized a coordinated effort to target this crime. Through this partnership, which is documented in a formal agreement, MDPD is able to enhance the public safety of this community for the benefit of our citizens.

Russell Benford
Deputy Mayor

MEMORANDUM
(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: May 5, 2015

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(I)(1)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(I)(1)
5-5-15

RESOLUTION NO. _____

RESOLUTION RATIFYING EXECUTION BY COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE OF MEMORANDUM OF UNDERSTANDING BETWEEN THE BROWARD SHERIFF'S OFFICE AND MIAMI-DADE COUNTY, THROUGH THE MIAMI-DADE POLICE DEPARTMENT, RELATING TO BROWARD SHERIFF'S OFFICE WORKERS' COMPENSATION FRAUD TASK FORCE; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE TERMINATION AND RENEWAL PROVISIONS CONTAINED THEREIN

WHEREAS, the Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board ratifies the execution by the County Mayor or County Mayor's designee of the Memorandum of Understanding between the Broward Sheriff's Office and Miami-Dade County, through the Miami-Dade Police Department, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to exercise the termination and renewal provisions contained therein.

The foregoing resolution was offered by Commissioner ,

who moved its adoption. The motion was seconded by Commissioner

and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman
Esteban L. Bovo, Jr., Vice Chairman

Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of May, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Ben Simon

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE BROWARD SHERIFF'S OFFICE AND

MIAMI-DADE COUNTY

WORKERS' COMPENSATION FRAUD TASK FORCE

This Memorandum of Understanding/Voluntary Cooperation Mutual Aid Agreement (hereinafter referred to as the "Agreement") is created for and executed by and between the Broward County Sheriff's Office (hereinafter referred to as "BSO"), and Miami-Dade County, by and through its department, the Miami-Dade Police Department (hereinafter referred to as "MDPD"). The BSO, and MDPD are hereinafter collectively referred to as the "participating agencies."

AUTHORITY

1. Authority for the participating agencies to enter into this Agreement is found in Part I of Ch. 23, Florida Statutes, the Florida Mutual Aid Act, and Chs. 30 and 943, Florida Statutes, as well as other applicable laws of the State of Florida.

PURPOSE

2. Workers' compensation fraud has a significant economic impact on the citizens of the State of Florida, including those residing in Broward, Palm Beach, and Miami-Dade Counties. This serious criminal activity has risen to the level of creating a significant threat to the health, safety, and welfare of all citizens. This direct threat necessitates that the participating agencies enter this Agreement in an extraordinary effort to maximize their investigative resources to combat this threat and reduce workers' compensation fraud.

3. The participating agencies recognize the Workers' Compensation Fraud Task Force (Task Force) as a joint cooperative effort that formalizes an investigative relationship between the parties in order to create an aggressive, focused, and cohesive unit capable of effectively targeting workers' compensation fraud throughout Broward, Palm Beach, and Miami-Dade Counties.

MISSION

4. The mission of the Task Force is to identify and target for prosecution any and all groups or individuals responsible for the various types of crimes associated with and in furtherance of workers' compensation fraud.

PROVISIONS FOR VOLUNTARY COOPERATION

5. The participating agencies mutually agree that all law enforcement agencies approved to join this Task Force shall do so in the same or similar method and formality as the BSO, and MDPD. No law enforcement agency shall be permitted to join unless approved in writing by supplemental agreement of a majority of participating agency heads. In the event of a tie, the decision to allow another law enforcement agency will be made by the agency head of the Task Force supervisor.

a) Composition - The Sheriff of Broward County shall appoint the supervisor for the Task Force (Task Force Supervisor). The Task Force will consist of a combined enforcement body of the participating agencies. BSO will provide two (2) full-time assigned employees to the Task Force, and all other participating agencies will provide one (1) full-time employee to the Task Force, unless otherwise approved by the participating agencies and the Task Force supervisor. Candidates for assignment to the Task Force will be subject to the approval of the Task Force Supervisor.

b) Direction/Requests for Assistance - All participating agencies acknowledge that the Task Force is a joint operation in which all participating agencies will act in a cooperative manner to meet the purposes and mission of the Task Force. A law enforcement officer assigned to Task Force operations pursuant to this Agreement who observes a violation of Florida Statute in his or her presence shall be empowered to render enforcement assistance and take enforcement action in accordance with the law and terms of this Agreement. Execution of this Agreement and continued participation by the two or more participating agencies shall constitute a general reciprocal, continuing request for and grant of assistance between and among the Task Force members, which shall be considered authorized in accordance with this Agreement. No additional or specific formal request for assistance is required.

c) Command and Supervisory Responsibility - The day-to-day operation and administrative control of the Task Force will be the responsibility of the Task Force Supervisor. Responsibility for the conduct of the Task Force members shall remain with the respective participating agency heads.

d) Employees - Continued assignment of employees to the Task Force will be based upon performance and at the discretion of the respective participating agency head and the Task Force Supervisor. It is understood that a participating agency has specific needs and/or requirements of their officers. Participating agency heads may recall their officers for any reason. The participating agency will notify the Task Force Supervisor when these circumstances occur.

e) Investigations - All Task Force investigations will be initiated in accordance with procedures established by the BSO, MDPD, and Task Force Supervisor. The investigative methods employed will be consistent with the policies and procedures of BSO, and MDPD. Participating agencies can and are encouraged to provide targets in their jurisdictions and each request will be evaluated and addressed on

a priority basis.

f) Case Assignments - The Task Force Supervisor will oversee the prioritization and assignment of targeted cases and related investigative activity in accordance with the purposes and direction of the Task Force. Cases will be assigned to investigative teams based on experience, training, performance, expertise, and existing caseload.

g) Investigative Exclusivity- Matters designated to be handled by the Task Force will not knowingly be subject to non-workers' compensation fraud law enforcement efforts. It is incumbent upon each participating agency to make proper internal notification regarding the Task Force's existence, including its areas of concern.

There shall be no unilateral action taken on the part of any participating agency relating to Task Force investigations. All law enforcement action will be coordinated and conducted in a cooperative manner. Task Force investigative leads outside the jurisdiction of the Task Force will be communicated to other law enforcement agencies for their appropriate investigation.

h) Jurisdiction - The principal site of Task Force activity is the geographical boundaries of Broward County, Florida, Palm Beach County, Florida, and Miami-Dade County, Florida. No extension of jurisdictional authority is granted by this Agreement for law enforcement activities conducted outside these geographical boundaries, except as otherwise approved by law.

i) Confidential Informants, Confidential Sources, and Cooperating Witnesses (collectively referred to as "informants") - State of Florida guidelines, as well as internal BSO and MDPD policies, regarding the use of informants will apply to all informants developed by members of the Task Force. The participating agencies agree, subject to funding availability and reasonableness, to pay informant expenses in accordance with BSO and MDPD policies and procedures. An appropriate informant file will be opened wherein all information furnished by the respective informant will be maintained. In addition, any recommendations for payments to the respective informant will be documented therein. Any informant developed by any Task Force member while assigned to the Task Force will remain with the Task Force should the Task Force member be reassigned back to his or her agency, unless otherwise approved by the Task Force Supervisor. The exception to this will be if the informant had been previously documented by that agency prior to participating in the Task Force. If the Task Force is terminated, the informant will remain with the agency that originally documented the informant.

j) Prosecution - The criteria for determining whether to prosecute a particular violation in state or federal court will focus upon achieving the greatest overall benefit to law enforcement and the public. Any questions that arise pertaining to prosecutive jurisdiction will be resolved through discussions with the participating agency heads and various prosecuting authorities.

ADMINISTRATIVE

6. Upon request to the Task Force Supervisor, a briefing of each participating agency head will be provided. Each briefing will include an update of current investigations, the Task Force's direction, accomplishments, and financial status, and any other matter requested.

a) Records, Reports, and Evidence- All investigative reporting will be prepared in compliance with existing BSO, PBSO, and MDPD policy. Subject to pertinent legal or policy restrictions, copies of pertinent documents created by each member of the Task Force will be made available for inclusion in the respective participating agency's files as appropriate. Investigative files will be secured at the Task Force office for purposes of security and continuity. Such records will be maintained in accordance with applicable State of Florida records retention guidelines and public records laws. The Task Force Supervisor will be designated the records custodian for the purpose of responding to public records requests and for certification of all records so requested.

b) Citizen Complaints - Any complaints filed against a participating agency's Task Force member will be handled by the member's agency.

POWERS, PRIVILEGES, AND IMMUNITIES

7. Pursuant to s. 23.127(1), Florida Statutes, an employee of a participating agency shall, when engaging in mutual cooperation and assistance outside of his or her employing agency's jurisdictional boundaries but within the jurisdictional boundaries of the participating Task Force partner agencies pursuant to this Agreement, have the same powers, duties, rights, privileges, and immunities as if the employee was performing duties inside the political subdivision in which the employee is normally employed.

8. Pursuant to s. 23.127(3), Florida Statutes, the privileges and immunities from liability, exemption from laws, ordinances, and rules, and pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the activity of an employee of a participating agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this Agreement. The provisions of this paragraph shall apply to paid, volunteer, and auxiliary employees.

MEDIA

9. All media releases pertaining to Task Force investigations or arrests will be coordinated and made jointly by all participating agencies. No unilateral press releases will be made by any participating agency without the prior approval of the other participating agency heads. No information pertaining to the Task Force itself will be released to the media without the approval of each participating agency head and no Task Force members

will be identified in said releases without the express approval of each participating agency head.

EQUIPMENT

10. The BSO agrees, subject to funding availability, to provide sufficient portable radios for each Task Force member. Other participating agencies may be requested on occasion to provide portable radios to Task Force members during certain high impact investigations or undercover operations.

EMPLOYEE FUNDING

11. Each participating agency agrees to provide the full-time services of its assigned employees for the duration of this operation. Participating agencies agree to assume all personnel costs for their Task Force representatives, including salaries, overtime payments, and fringe benefits consistent with their respective agency. Authorizing overtime is the responsibility of the participating agency, which may be reimbursed from Task Force funds at the discretion of the Task Force Supervisor. If the Task Force Supervisor authorizes overtime for the Task Force representatives, the Task Force shall reimburse the participating agencies from Task Force funds.

ASSET FORFEITURE PROCEEDINGS

12. The Task Force Supervisor, in consultation with the participating agency heads, shall be responsible for determining whether asset forfeiture proceedings for property seized by the Task Force will be initiated in state or federal court. Forfeiture actions under Ch. 932, Florida Statutes, shall be governed by Paragraphs 13. through 21. Proceeds from a forfeiture action resulting from a Task Force activity, which is initiated in federal court or under Ch. 895, Florida Statutes, shall be distributed to each participating agency based on its proportionate share as calculated under Paragraph 18., unless otherwise required by law.

13. State law forfeiture actions under Ch. 932, Florida Statutes, shall be filed on behalf of all participating agencies, but shall be initiated and managed by the BSO for all seizures that occur in Palm Beach and Broward Counties, and MDPD for all seizures that occur in Miami- Dade County, unless otherwise agreed to by the participating agencies and the Task Force supervisor. The Task Force Supervisor will be consulted on legal strategy and litigation resolution matters, but BSO or MDPD counsel will have final discretion for such matters based upon the best interests of the Task Force and public.

14. A final judgment granting forfeiture of property seized by the Task Force shall, pursuant to s. 932.7055(7), Florida Statutes, provide for the equitable distribution of all forfeited property among the participating agencies and Task Force in accordance with Paragraphs 15., 16., and 18.

FORFEITURE PROCEEDS

15. The participating agency heads, or their designees, shall determine whether forfeited property, other than currency, which is awarded to the Task Force, will be liquidated pursuant to s. 932.7055(1)(b), Florida Statutes, or retained for use by the Task Force pursuant to s. 932.7055(1)(a), Florida Statutes.

16. From proceeds awarded resulting from the forfeiture of currency and liquidation of forfeited property, costs and liens shall be paid pursuant to s. 932.7055(4), Florida Statutes, which payments shall include the reimbursement of any litigation costs, excluding attorney fees, advanced by a participating agency to the Task Force for the forfeiture proceeding. Of the remaining proceeds, twenty percent (20%) shall be deposited in the BSO Law Enforcement Trust Fund and designated as "Operational Funds" for the Task Force; ten percent (10%) of awarded proceeds not exceeding a maximum of $25,000 per award, shall be deposited into the Law Enforcement Trust Fund of the participating agency that managed the asset forfeiture process to compensate that agency for administrative costs incurred for legal services, equipment costs, evidence handling and storage, analytical support, and budget management; and no less than seventy percent (70%) shall be distributed among the participating agencies according to each participating agency's proportionate share as calculated under Paragraph 18.

17. The BSO shall be designated as the Fiscal Administrator of the Operational Funds and shall maintain a separate accounting for such funds.

a) Appropriation Requests – The Fiscal Administrator, on behalf of the Task Force, shall request appropriations of the Operational Funds in accordance with s. 932.7055(5), Florida Statutes, for the purpose of Task Force operations, as permitted by law. Any appropriation of the Operational Funds shall be deposited into a separate account maintained by BSO's Finance Department. The Operational Funds placed in this separate account shall only be used for those purposes designated within the request for appropriation. The participating agencies agree that all disbursements from this account must be approved by the Task Force Supervisor and two (2) authorized representatives of the Fiscal Administrator: BSO's Criminal Investigation Captain and BSO's Finance Director.

b) Accounting- At the end of Broward County's fiscal year on September 30th, the Fiscal Administrator shall perform an accounting of the Operational Funds, which shall include, but is not limited to, an accounting of all receipts, disbursements, and interest accrued on such funds. The Fiscal Administrator shall provide such accounting to each participating agency upon request.

c) Withdrawal -The participating agencies hereby acknowledge and agree that the Fiscal Administrator's responsibilities shall terminate upon the BSO's withdrawal from participation in this Agreement.

18. Each participating agency is entitled to its proportionate share of no less than

seventy percent (70%) of the remaining proceeds under Paragraph 16., which proportionate share shall be calculated by dividing the number of the participating agency's full-time employees assigned to the Task Force by the total number of full-time employees assigned to the Task Force.

a) The participating agencies agree that if a non-participating agency provides material assistance in an investigation in which proceeds are awarded to the Task Force, that such non-participating agency may receive a share of such proceeds.

b) The determination as to whether a non-participating agency provided material assistance is within the sole discretion of the Task Force Supervisor.

c) The percentage share of a non-participating agency shall be calculated on no less than seventy percent (70%) of the remaining proceeds under Paragraph 16. by dividing the total number of hours of material assistance provided by the non-participating agency by the total number of hours that all participating and non-participating agencies contributed to the investigation. However, the percentage share of a non-participating agency shall not exceed the lowest percentage share of a participating agency.

d) The participating agencies shall receive their proportionate share based upon the proceeds remaining after deducting the amount of the proceeds shared with the non-participating agency.

19. If forfeited property retained for Task Force use is subsequently liquidated, the proceeds of such liquidation shall be distributed among the participating agencies based upon the proportionate share calculation set forth in Paragraph 18.

20. Upon the withdrawal of the BSO from participation in this Agreement or upon termination of this Agreement under Paragraph 22. or 24., by operation of law, or by any lawful mechanism, all non-disbursed and unencumbered "Operational Funds" and any proceeds from the forfeiture of property seized by the Task Force, which accrue on or after the date of such withdrawal or termination, shall be divided among the participating agencies in equal amounts.

21. Amounts due to each participating agency or non-participating agency shall be made payable to such agency's trust fund established for the receipt of such proceeds.

DURATION

22. This Agreement shall take effect upon execution and approval by all participating agencies and shall remain in effect for a period of five (5) years from the date executed by the final signatory to the Agreement, unless terminated as specified below. This Agreement can be extended in writing by the respective agencies for a maximum of three (3) additional five (5) year terms. Continuation shall be subject to the availability of necessary funding.

This Agreement may be modified at any time upon written agreement of all participating agency heads. On behalf of Miami-Dade County, by and through the Miami-Dade Police Department, any modifications or amendments must be authorized by the Miami-Dade County Board of County Commissioners.

23. A participating agency may withdraw at any time by providing 30-days' written notice of its intent to withdraw to all other participating agencies. Upon withdrawal of any participating agency, any equipment supplied to that agency by another participating agency will be returned to the supplying participating agency.

24. This Agreement may be terminated upon the written consent of all participating agencies. Upon the termination of the Task Force and Agreement, all equipment will be returned to the supplying participating agency.

LIABILITY/INDEMNIFICATION

25. Each participating agency (indemnitor) shall to the extent permitted by law indemnify from any liability and hold harmless the other participating agencies (indemnitees) and their employees, agents, or servants against liability including, but not limited to, court costs and attorney's fees, arising from any actions, causes of action, suits, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or in equity, brought against the indemnitees and their employees, agents, and servants as a result of the indemnitor's or its employees', agents', or servants' negligent acts or negligent omissions, while acting within the scope of their employment. Each participating agency will at all times be entitled to the benefits of sovereign immunity as provided in s. 768.28, Florida Statutes, and common law. Nothing contained herein shall be construed as a waiver of sovereign immunity.

[INTENTIONALLY LEFT BLANK]

MEMORANDUM OF UNDERSTANDING
WORKERS' COMPENSATION FRAUD TASK FORCE

PARTICIPATING AGENCY APPROVALS

IN WITNESS WHEREOF, the parties execute this instrument on the date(s) below:shown

BROWARD COUNTY SHERIFF'S OFFICE

_____
Scott J. Israel, Sheriff Date

Approved as to form and legal
Sufficiency subject to execution by the parties:

_____
Ronald M. Gunsberger, General Counsel

MIAMI-DADE COUNTY

_____
Carlos A. Gimenez, Mayor Date

_____
J.D. Patterson, Director Date
Miami-Dade Police Department